General Business Terms and Conditions for Sales

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thyssenkrupp

thyssenkrupp rothe erde Slovakia, a.s., Robotnícka, 017 01 Považská Bystrica, Slovakia, Company VAT-ID: SK2020440191

Definition of Terms and Relationships

Lemmand or I erms and NeadOnISnIDS
The General Business Terms and Conditions apply to any business and other relationships arising from sale of products or goods and services senkrupp rothe erde Slovakia, a. s., Robotnicka, 0.17 0.1 Povadská Bystrica, Slovakia. Company ID. 31626599, registered in the Commercial or the District Count or Terrichia, section: Sp. File number 275/ft (Reinantier referred to only as the "Company").
The General Business I Terms and Conditions contains a detailed specification of the process of sale of Company's products or goods and services, The General Business I Terms and Conditions scort and services are serviced by the services of the Company's production of the process of sale of Company's products or goods and services, Business I Terms and Conditions score and conditions are several business cases made with one potential buyer without any rememously preserved to the conditions agreed in relevant documents (bid, order, northmation...).

considered to form a specific partial purchase agreement governed on the second process of the confirmation.

The General Business Terms and Conditions are binding both for the Company and potential buyers, who can acquaint themselves with these mand Conditions on the Company's website or upon conclusion of individual business cases, where these Terms and Conditions will be available review. The potential buyer accepts the binding nature of these General Business Terms and Conditions for their business relationship with the manyany also by a facultal purchase of the goods or related services from the Company. The General Business Terms and Conditions apply, unless the mapany and the potential buyer agree on a different regulation of their mutual relationships and terms and conditions of their cooperation in a written

1.4 Delintions of Terms: The Seller is the company named thyssenkrupp rothe erde Slovakia, a. s., Robotnicka, 0.17 01 Považská Bystrica, Company ID: 31626599, which sells its products and goods or provides related services to the Buyer in terms of its business. The Buyer means any entity entering into business and other relationships with the Seller by purchasing products or goods or related services of the Telephore in the Company of the Company of

Seller.

The Contracting parties refer to the Seller and the Buyer who mutually perform a business case and enter into a purchase agreement, either formally or a formally

ally.

Make price is an amount agreed between the Seller and the Buyer, or an amount determined in the pricelist of goods and related services, and din relevant documents pertaining to individual business cases (Seller's bid, Buyer's order, invoice etc.).

For quastris a winter document addressed to the Seller, in which the Buyer shows their interes in purchasing the goods or related services from

the Seller. Soller's high is a written document addressed to the Buyer, in which the Seller declares his interest in entering into a business relationship as specified by the Buyer's request, specifying draft conditions of performing the business case concerned. Order is a written document addressed to the Seller, in which the Buyer orders, in a binding manner, delivery of the goods or related services from the

Seller.

Drawing proposal is a written document made by the Seller submitted to the Buyer, which includes inter alia technical specification of the goods or related services from the ore services, which will be the subject matter of purchase and sale.

Order contimizations a written document made by the Seller in which the Seller makes a binding expression of its will to enter into a purchase agreement and to sell and purchase the goods or related services as agreed. Delivery note is a written document that proves, in a binding manner, handover and receipt of the goods or related services, being the subject matter of purchase and sale.

and to sell and purchase the goods or related services as a greed.

Delivery note is a written document that proves, in a binding manner, handover and receipt of the goods or related services, being the subject matter of purchase and sale.

Invoice is a written document containing the minimum requirements prescribed by relevant generally binding regulations; it is a binding document showing the amount of the purchase price, as agreed or determined, and its maturity date.

Warrandy period is an agreed or determined period during which the Buyer is entitled to low medetes in purchased goods or related services.

Delivery of a written document reparding individual business cases is a binding confirmation of acquaintance with the content of the document and legal effects of commenced duration of potential periods.

Framework purchase agreement is a written document containing specific terms and conditions of performing purchase and sale of the goods or related services.

Framework purchase agreement is a written document containing specific terms and conditions of performing purchase and sale of the goods or related services between the Seller and the Buyer. A framework purchase agreement is considered concluded and valid and effective on the day it is signed by authorised representatives of the Seller and the Buyer, unless agreed otherwise.

Partial purchase agreement is a service of documents (including but not limited to Buyer's request, Seller's bid, Buyer's order, order, order confirmation, delivery besides to the Seller and the Buyer. A partial purchase agreement is considered concluded at the moment of delivery of a written Buyer's order confirmation is sued by the Seller to the Buyer, unless agreement is considered concluded at the moment of delivery of a written Buyer's order confirmation is sued by the Seller to the Buyer, unless agreement is considered concluded at the moment of delivery of a written Buyer's order confirmation is sued by the Seller to the Buyer, unless agreement is considered to an order

Business Case is a factual performance or purpase and sale of specific goods or related services, or a set of goods or related services through a set of relevant documents (including but not limited to Duyer's request, Selfer's bid, Buyer's order, order confirmantion, delivery note, immice).

Business Case

1. Buyer's Request – The Buyer is required to express their interest in buying goods or related services from the Seller in the form of a written request must be delivered to the Seller in writing either electronically, by mail, by fax or in any other manner not raising doubts as regards identification of the potential Buyer and their interest in enteringing to a framework purchase agreement or a particular service to specify their written request in more detail, or to recitly possible doubts as regards center of the request. If the services is the Buyer is interested in buying goods not subject to a relevant standard (SO), etc.), the Buyer is required to present technical documentation to the Seller upon Seller's request, and the content of such documentations shall be sufficient to make a qualified assessment of the Buyer's services. Shall include by services interested in buying goods not subject to a relevant standard (SO), etc.), the Buyer is required to present technical documentation to the Seller upon Seller's request, and the content of such documentations shall be sufficient to make a qualified assessment of the Buyer's request, shall include the following. But not limited to: specification of the goods, purchase price offered, delivery that can be specified also as INCOTEMS 2020 delivery terms. The Seller's bid within 15 days from the date of receipt of the relevance plant in the seller shall be sufficient to the Buyer shall express their interest in buying goods or related services in the form of a written order, which must include all the data shown in the Seller's bid within 15 days from the date of receipt of the relevance plant purchase agreement, delivery terms can be specified also as INCOT

is the order with specified desirely date, this delivery date is accordingly postponed by a day difference period between the date of continuation of the drawing proposal by the Buyer.

Deflays india. The Buyer or a find person acting as a forwarder shall confirm excigit of the goods or related services an a delivery note that person acting as a forwarder shall confirm excipt of the goods or related services and extra proposal of the date of the shall be acting as a forwarder than the shall include a reference to the relevant term. The delivery in differentiation is far as legally relevant deed for transfer of ownership to the subject matter of the business case from the Seller to the Buyer, etailed terms of delivery and receipt of the goods are given in other provisions of these General Business Terms and Conditions of Sale.

Invoices - Following receipt of the goods by the Buyer or a third person acting as a forwarder the Seller shall issue an invoice that must contain information prescribed by generally binding legal regulations of the Slovak Republic. The invoice must be made in witning, it must specify an intuitivity date, and it can be sent to the Buyer either electronically, by main, to by fax or by another manner. If the invoice specifies as amount of it interest or a contractual penalty resulting from a failure to pay the invoice within the due date, such default interest or contractual penalty are to the agreement of the invoice. Buyer detailed payment terms regarding the purchase price specified as loced price are given in other provisions of these General Business Ferms and Conditions of Sale.

1.5 of the Article Business Case, the Buyer shall be entitled to cancel the contract resulting from the confirmed order unless there are legal is for cancellation the fact of crediting the English and cancellation feet to the Seller's account. If the Seller incurs costs or damages excessing paid compensation, let shall also be entitled to the reimbursement of damages and costs exceeding the paid amount of the

Delivery and Receipt Terms

Delivery and Receipt Terms

1. Delivery and receipt terms are given in the framework purchase agreement or in specific documents forming a partial purchase agreement, whereas the ierms agreed terms are given in the framework purchase agreement or in specific documents forming a partial purchase agreement, whereas the ierms agreed terms are sollows:

In terms of performance of a business case, the Seller shall be entitled to provide and the Buyer shall be required to accept also partial performances. If the seller is responsible for such partial performance of the business case, the Seller shall bear all any additional costs associated with such partial performance provided that the purchase price agreed shall not be affected by such costs.

The agreed date of delivery and receipt of the goods commences on the day of delivery of a confirmed order to the Buyer, never elever before the Seller and the Buyer agree on and clarify any technical details and specification of the business case concerned, including its legal and economic aspects and certifications and permits required. If the delivery term commences before the agreement mentioned in the sentence above is reached, the delivery term shall be reasonably extended, except if such agreement is delivery term shall be reasonably extended, except if such agreement is delivery term shall be reasonably excepted, except if such agreement to delivery term and the delivery term and the such agreement of the subsiness case is delayed, specifying reasons for such delay. Excusable reasons for a delay with no effect on performance of the business case is delayed, specifying reasons for such delay. Excusable reasons for a delay with no effect on performance of the business case and with no penalty effects for the Seller include for one performance of the business case is delayed, specifying reasons for such delay. Excusable reasons for a delay with no effect on mental business and with no penalty effects for the Seller include for one what the commercial sites of the Seller

during its performance) and other facts uncontrollable by the Seller. If such event occurs, the delivery term shall be reasonably extended or an inevaluate period of time.

If delivery of the goods or related services to the Buyer is delayed for reasons at Buyer's fault, the Buyer shall beer full costs an initiation to duration of such delay. Of facts mentioned in the sentence above occur and are proven, the delayed depending on the type of the goods and in relation to duration of such delay. Of facts mentioned in the sentence above occur and are proven, the delayed depending on the type of the goods and in relation to duration of such delay. Of a facts mentioned in the sentence above occur and are proven, the delayed depending on the sentence above occur and are proven, the seller shall be entitled to a contractual penalty of 0.5 % of the purchase price (exclusively the price of the delayed performance) per every week of delay, however, up to 5 % of such price in maximum.

The Seller shall be entitled to deposit the subject matter of the purchase agreement to Buyer's account at a place chosen at Seller's described. The Buyer fails to receive it within the agreed delivery term. If the goods, being the subject matter of the purchase agreement, are deposited at Seller's premises, the Seller shall be entitled to a storage fee at a usual rate, which starts to be charged from the day following the date of notice on readmines, the seller shall be entitled to a storage fee at a usual rate, which starts to be charged from the day following the date of notice on readmines and the seller's distortion of the purchase price. The purchase price are the purchase price and the purchase p

in such procedure, the Seleir shall be entitled to claim performance from the buyer, i.e. the agreed purchase price or termination of the purchase agreement, albality for any loss in the goods is transferred to the duyer in line with the EW (INCOTENIS 2020) term also in case of partial performances or when the Seller assumes another liability, including liability for shipment and handling. If delivery of the goods is deleyed for reasons on Buyer's part, the liability for any loss in the goods is transferred to the Buyer on the date of delivery of a notice that the shipment is ready for delivery.

Unless agreed otherwise by the contracting parties in the framework purchase agreement or in partial purchase agreement, the goods remain to be the property of the Seller until all the Seller's claims are satisfied, including, but not limited to a full payment of the purchase price, arising from the business case concerned. This provision applies also for any future claims and conditioned claims that inglish raise from inverted of servlange. In case of processing of the goods by the Seller by delivery of the material to be processed by the Buyer, the transfer of ownership shall be governed by relevant provisions of generally binding legal regulations of the Slovak Republic, or by provisions of a potential framework purchase agreement or a partial purchase agreement or in partial purchase agreement, the Seller shall be required to pack the goods in levels to common divisions and processed by the seller. If damage to the goods is dentified during transport, the Seller and the Buyer shall inform each other about such facts and they shall take relevant measures to prevent possible losses, as far as possible.

The Buyer shall bear full costs related to removal of waste generated in relation to performance of the business case.

including quality defects, if the supply of the goods is based on drawings, speci ents and instructions duly agreed by the Buyer based on Seller's specification. If items and/or material delivered by the Buyer to the Seller was used to manufa

documents and instructions duly agreed by the Buyer based on Seller's specification.

12 If Items and/or material delivered by the Buyer to the Seller was used to manufacture the goods in accordance with agreed terms of the business case concerned, the Seller shall not be liable for defects in the goods caused by usage of such items, if the Seller would have not been able to recognize unifitness of such items, and/or materials for manufacture of the goods in spite of due diligence by the Seller, or if the Seller notified the Buyer about such unifitness but the Buyer insisted on such use.

13 The Seller shall not be liable for defects in the goods that had to be known or are known to the Buyer at the time of entering a framework purchase agreement or a partial purchase agreement, taking into account the circumstances of entering into this Agreement, unless the defects concern provettes the goods stude of sellers unless the defects concern provettes the goods stude of sellers with the seller sellers and the sellers shall not be liable for any defect that occurs after this promise. The goods are the time of transferring the risk of damage in the goods to the Buyer, even if the defect becomes apparent after this moment. Duties of the Seller arising from the warranted quality of the goods are not affected by this. The Seller shall be liable for any defect that occurs after this period, if the defect is caused by violation of Seller's duties.

1.5 If the Seller delivers the goods, with Buyer's consent, before the period determined for its deliver, the Seller can deliver any missions part or quantity of the delivered goods on deliver replacement goods for defective goods delivered goods or deliver replacement goods for defective goods delivered or remedy defects in the delivered goods or deliver replacement goods for defective goods delivered or remedy defects in the delivered goods or deliver replacement goods for the expirity of such period, provided that the application of this right shall not cause unreasonable di

goods shall be resolved as follows:

The Buyer shall allow the Seller to review the defect in the goods at a place and manner that would give rise to minimum costs. As agreed by the Seller and the Buyer, the Buyer shall provide the goods to the Seller for a reasonable time needed to examine the goods and carry out a potential replat or replacement, or to resolve the defect in another manner. The reasonable time refers to a customary period of time sufficient for a qualifier replat or replacement, or to resolve the defect in another manner. The reasonable time refers to a customary period of time sufficient for a qualifier replat or replacement, or to resolve the defect in another manner. The reasonable time refers to a customary period of time sufficient for a qualifier to the sufficient for a gualifier to the sufficient for a qualifier to the sufficient for a gualifier to a si

excessive loss.

The Buyer shall be entitled to withdraw from a partial purchase agreement representing an individual business case or to terminate such agreement only in case of a substantial breach of the agreement by the Seller, only if the Seller will not be able to rectly a defect in the goods by replacement or represent within a reasonable period of time and will not be interested in a suggested discount in the purchase price. A substantial breach of the agreement refers to such breach of the agreement, where the breaching party, at the time of entering into the agreement, was aware that the other party would not be interested in discharging its duties upon such breach, or considering the purpose of the agreement, arising its content or circumstances of entering into the agreement, it was reasonably to anticipate that. In case of doubt, it is assumed that a breach of the agreement is not evikastantial.

circumstances of entering into the agreement, it was reasonably to anticipate that. In case of doubt, it is assumed that a breach of the agreement is not substantial.

In case of a non-substantial breach of the agreement arising from delivery of the goods with defects, the Buyer can claim delivery of the missing goods and rectification of other defects or discount in the purchase price. The Seller shall be entitled to repair or replace defective goods within a reasonable period of time, however, no unreasonable costs should be incurred by the Buyer doing so.

18. The Buyer is required to claim defects of the goods from the Seller within a period specified in the framework purchase agreement or in partial purchase agreement, whereas these periods may differ given the nature of the delivered goods. The Seller shall be entitled to set a term for claiming ability got defects using any criteria don't have the poods caused by improper or unsuitable use of the goods, is, is incorrect assembly or faulty commissioning by the Buyer or any third person. Also, the Seller shall be lable entitle to the goods a rising from common tear and was correct, unprofessional or careless handling of the goods, or by unsuitable machines, devices or equipment the goods is used in as a part or accessory, nor for defects in the goods a sinsing from chemical, electrical-themical or electrical effects, except such effects were caused by the Seller. Entitlement to defend the such as a part of accessory, and a support of the seller is an approach to the goods of the seller is defected in the goods of the seller is defended to sell in the seller is an intervention shared to the good of the seller is defended to seller is the goods of the seller is defended to seller is the goods of the seller is the goods complained about as defective have been disassembled or such interventions have been done to the good of the Seller identifies that the goods complained about as defective have been disassembled or such interventions have been done to the good

Payment Terms

V Payment Terms

In purchase price is set in the framework purchase agreement or in any document forming a partial purchase agreement. The purchase price set in this way is building for the entire business case except cases that can be agreed between the Seller and the Buyer in particular agreements. Seller and the Buyer in the framework purchase agreement or in partial purchase agreement, they are build by the following payment terms:

The invoiced sum must be paid within the due date, which is 30 days advance the delivery of the good, unless agreed otherwise.

The Buyer shall have no entitlement to withdraw payment of the invoiced sum for any reason, provided that the invoice is issued upon a reason. The Buyer shall not be entitled to set off their receivables against the invoiced sum for any reason, provided that the invoice is issued upon a reason. The Buyer shall not be entitled to set off their receivables against the invoiced sum for any reason, provided that the invoice is issued upon a reason. The Buyer shall not be entitled to set off their receivables and agreement of the Theorem of a conditional payment and a discountable cheque. Such cheque is deemed paid upon receipt of the full some without any other expenses on the day the funds become available for the Buyer.

If the Buyer delays payment of the purchase price within is due date, i.e. if the invoiced sum and a reason is the set of the invoice, the other office of the invoice is used. Unless agreement of the purchase agreement on the day following the last day of the maturity period of the invoice is used. Unless agreement of the more agreement, the amount particular agreement, the amount of the invoice within its due date is considered to be a substantial breach of the agreement.

The Seller shall be entitled to assign his receivables from the Buyer to a third person, even without Buyer's consent, however, the Seller shall be required to a failure to pay the invoiced sum and the form work purchase agreement.

be required to inform the Buyer in writing about such assignment, thus about the new creditor.

In case of a failure to pay the involced sum, being the purchase price, within the maturity period, the Buyer shall have a duty to pay justified costs incurred by the Seller with its extra-judical, judical or other enforcement.

In the event the Buyer provides an advancement for the purchase price, the Seller shall be entitled to set off such advancement in case of a legally relevant delay by the Buyer to receive the goods, to cover the loss inflicted in relation to the breach of the Buyer's day to receive the goods against storage fores, expenses incurred to discard goods not received or against a contractual penalty, which is hereby set to the amount of the advancement provided for the purchase price.

VI Intellectual Property Rights, Confidentiality
1.1 The Seller undertakes to ensure that there are no third party's intellectual property rights precluding sale and purchase of the goods at the tentroy of the Slowak Republic imposed on the goods, the sale and purchase of which forms the subject matter of the agreement, at the time of performance of the agreement between the Seller and the Buyer. The Seller shall not be responsible for cases where the goods sold and delivered by into the Buyer intringe any hird party's intellectual property right observed the territory of the Slowak Republic or where the goods sinfringe any intellectual property right secure to the super used these goods for purposes the goods were not expressly delivered for.

1.2 The Buyer under hird party's intellectual property right used to the goods delivered to the property right shall be undertakes to a nesure at his own costs the purchaser's right to unconditional use of the goods. Between the Buyer and the Seller.

1.3 If use of the goods delivered might result in infringement of dromestic intellectual property rights. He Seller undertakes to a nesure at his own costs the purchaser's right to unconditional use of the goods, so to alter the goods so that the goods on to infringe third party's intellectual property rights and do not contradic Buyer's requirements on the goods. Should the impossible to alter the goods but the Seller and the Bure ant terminate the agreement, and any costs incurred so far in relation to damages to the entity whose intellectual property rights have been infringed ability to Seller.

the agreement, and any costs incurred so far in relation to damages to the entity whose intellectual property rights, if the sale and purchase of the goods was directed by Buyer's instructions and the Seller was not aware that here were any third party's intellectual property rights, if the sale and purchase of the goods was directed by Buyer's instructions and the Seller was not aware that here were any third party's intellectual property rights related to such goods.

1.5 The Buyer shall be entitled to use any documents provided by the Seller (drawings, models, samples, technical documentation etc.) related to the sale and purchase of the goods only to perform a specific business case, or for subsequent use or enjoyment of the goods and goods may not be provided to third persons or used for a purpose other than specified.

1.6 The Buyer shall have a duty to keep confidential and not to disclose to third parties any information and/or documents related to performance of the agreements with the Seller, even after termination of his business with the Seller at a reasonable period of time after such termination. This does not apply to discharge of statutory duties and/or duties arising from decisions taken by public authories. If the Buyer is interested in disclosing such information and/or documents to third parties, the Buyer can do so only with a prior written permit of the Seller. If the Buyer is interested in disclosing such information and/or documents to third parties, the Buyer can do so only with a prior written permit of the Seller. If the Buyer is fasterested in disclosing such information and/or documents to third parties, the Buyer can do so only with a prior written permit of the Seller. If the Buyer is fastered in disclosing such information and/or documents to third parties, the Buyer can do so only with a prior written permit of the Seller. If the Buyer is fastered in disclosing such information and/or documents to third parties, the Buyer can do so only with a prior written permit of the Seller.

Export Control and Foreign Trade Data Regulations

1.1 The Buyer shall comply with all applicable sanctions, export control, customs and foreign trade laws and regulations ("Foreign Trade Regulations") for all products to be delivered, services to be provided and activities undertaken under this agreement. The Buyer shall advise the Seller in writing as early as possible, but not later than two weeks following the date of order, and also in case of any alterations to the order, of any information and data required by the Seller to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export, import, re-export in case of resale, or in-country transfer.

1.2 The Seller shall not be obligated to luffl this agreement if such fulfilment upon Seller's reasonable discretion is prevented by any impediments arising out of Foreign Trade Regulations, Agreed delivery and performance periods and dates, as the case may be, shall be extended or rescheduled, as optionally a services and the services and the services applicable in the countries of the services and the services are also as the services and the services are also as the services and the services and the services are also as the services and the services are also as the services

Prohibition of re-export of thyssenkrupp rothe erde Slovakia items to Russia and for use in Russia

YIII Profination of re-export or tryssenkrupp rotine erdee blowkate items to Nulssia and for use in Nulssia (1) importer/gives shall not sell, export or re-export, directly or indirectly to the Russian Federation for rus in the Russian Federation any goods supplied under or in connection with this order/the underlying agreement that fall under the scope of Article 12g of Council Regulation (EU) No 835/2016. So in the Russian Federation any goods supplied under or in connection with the scope of Parcing Poli is not furstrated by any third parties further down the commercial chain, including by possible resellers. (3) Any violation of paragraphs (1) or (2) shall constitute a material breach of an essential element of this order/the underlying agreement, and thyssenkrupp orther deed Solvakia shall be entitled to review this business relationship and to terminate this order/the underlying agreement. (4) The importer/gives shall immediately inform thyssenkrupp rother deré Slovakia about any problems in applying paragraphs (1) or (2) including any relevant activities by third parties that could finistrate the purpose of paragraph (1) importer/Buyer shall make available to thyssenkrupp rother ende Slovakia industrated the parties of paragraph (1) and (2) within two weets of the request of such information. Information.